



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: L&S Diesel Service, Inc.

File: B-261672

Date: August 25, 1995

Laurence Schor, Esq., Smith, Somerville & Case, for the protester.
Harold W. Rose for Advanced Equipment Maintenance, Service and Repair, Inc., the interested party
Terrence J. Tychan, Department of Health & Human Services, for the agency.
Aldo A. Benejam, Esq., and Ralph O. White, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Agency's determination that protester's initial proposal was technically unacceptable and outside the competitive range was reasonable where the proposal would require major revisions in order to become acceptable.

DECISION

L&S Diesel Service, Inc. protests the exclusion of its proposal from the competitive range under request for proposals (RFP) No. 263-95-P(BB)-0205, issued by the Department of Health and Human Services for maintenance services for diesel generators at the National Institutes of Health facility in Bethesda, Maryland. The protester contends that the agency's determination to exclude its proposal from the competitive range was unreasonable.

We deny the protest.

The RFP sought proposals for a fixed-price, indefinite delivery, requirements-type, service contract for a base period of performance, with up to four 1-year option periods. For each contract period, offerors were required to submit fixed unit and extended prices for all items listed in section B of the RFP, and a total price. Offerors were required to submit separate technical and business (price) proposals.

Section M of the RFP explained that technical proposals would be point scored in accordance with the following criteria:

- (1) qualification of key personnel 30 points
- (2) ability to furnish parts 20
- (3) understanding of requirement 15
- (4) corporate experience 15
- Total 80 points

Price was not to be numerically scored.¹ Award was to be made to the offeror whose proposal was most advantageous to the government.

Five firms, including the protester, submitted technical and business proposals in response to the RFP.² A panel evaluated technical proposals in accordance with the evaluation scheme announced in the RFP, with the following results:

<u>Offeror</u>	<u>Points</u>	
A	71	(Acceptable)
B	80	(Acceptable)
C	27	(Unacceptable)
L&S	24	(Unacceptable)
D	0	(Unacceptable)

The evaluation panel found that L&S Diesel's proposal failed to address criterion No. 2--offeror's ability to furnish spare parts--worth 20 points in the evaluation; and failed to address criterion No. 3--understanding of requirement--worth 15 points. As a result, the evaluators assigned the protester's proposal "0" points under both of those evaluation criteria. The panel unanimously concluded that L&S Diesel's proposal lacked sufficient information to evaluate, and rated the proposal technically unacceptable overall. By letter dated March 7, 1995, the contracting officer informed the protester that its proposal had been eliminated from further

¹The RFP as originally issued stated that price was to be evaluated by assigning the maximum possible score (20 points) to the overall lowest-priced proposal, and proportionately lower scores to higher-priced proposals. Under the original evaluation scheme, award was to be made to the offeror whose proposal received the highest total technical and price score. Amendment No. 2 to the RFP, however, deleted the scoring for price, and stated that technical proposals would receive "paramount consideration" in the selection of the proposal most advantageous to the government.

²A sixth firm which also responded to the RFP was eliminated from further consideration because that firm failed to submit a technical proposal.

consideration, and on June 1, the agency awarded the contract to offeror A, Advanced Equipment Maintenance, Service and Repair, Inc. This protest followed.

An offeror must submit an initial proposal that is adequately written and that affirmatively states its merits, or run the risk of having its proposal rejected as technically unacceptable. Source AV, Inc., B-234521, June 20, 1989, 89-1 CPD ¶ 578. Generally, offers that are technically unacceptable as submitted and would require major revisions to become acceptable are not required to be included in the competitive range for discussion purposes. W.N. Hunter & Assocs.; Cajar Defense Support Co., B-237259; B-237259.2, Jan. 12, 1990, 90-1 CPD ¶ 52. In reviewing whether a proposal was properly rejected as technically unacceptable for informational deficiencies, we examine the record to determine, among other things, whether the RFP called for detailed information and the nature of the informational deficiencies, for example, whether they tended to show that the offeror did not understand what it would be required to do under the contract. BioClean Medical Sys., Inc., B-239906, Aug. 17, 1990, 90-2 CPD ¶ 142; DRT Assocs., Inc., B-237070, Jan. 11, 1990, 90-1 CPD ¶ 47. We will not reevaluate a proposal but, rather, will consider only whether the agency's evaluation was reasonable and consistent with the evaluation scheme in the RFP. Communications Int'l, Inc., 69 Comp. Gen. 553 (1990), 90-2 CPD ¶ 3.

Section L of the RFP established the "acceptable minimum requirements for the format and content of proposals," and directed "special attention" to the requirements for submitting the technical and business proposals. The RFP specifically instructed that the technical proposal must contain adequate information so as to allow the agency to evaluate the offeror's understanding of the scope of work. Specifically, technical proposals were to "disclose the [offeror's] technical approach in sufficient detail to provide a clear and concise presentation that" addressed the requirements of the technical proposal instructions. These instructions specified that technical proposals should clearly indicate that the offeror understood the RFP's objectives, and offer a logical plan for accomplishing those goals. The instructions further stated that the technical proposal should specifically address the offeror's capability of providing spare parts to support preventive/scheduled maintenance and emergency service.

In addition, criterion No. 2, under section M of the RFP, required offerors to provide a complete listing of their entire parts inventory, or to address the offerors' means of obtaining all parts required to perform the contract. Similarly, criterion No. 3 required offerors to demonstrate a complete understanding of the scope of work. Our review of the protester's proposal shows that L&S Diesel failed to comply with the RFP's clear instructions in this regard.

In its comments, L&S Diesel does not specifically dispute the deficiencies identified in its proposal; rather, it argues that the agency should have inquired further as to the reasons it either failed to respond, or only minimally responded, to the RFP.

The protester also argues that the informational deficiencies could have been corrected through discussions. As stated above, however, agencies are not required to conduct discussions with a firm that submitted a proposal that requires major revisions to become acceptable. Here, the record shows that the agency reasonably regarded L&S Diesel's proposal as containing informational deficiencies of sufficient magnitude that major revisions would have been required to make the proposal acceptable. Under these circumstances, we have no basis to object to the agency's decision to exclude L&S Diesel's proposal from the competitive range. See Engineering & Computation, Inc., B-258728, Jan. 31, 1995, 95-1 CPD ¶ 155.

The protest is denied.

\s\ Christine S. Melody
for Robert P. Murphy
General Counsel